

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, New Hampshire 03301-6398

FORM #P-31-A 1/01

Date: June 8, 2004

Bid No.: 442

Date of Bid Opening: June 18, 2004

Time of Bid Opening: 2:00 PM

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: ROBERT LAWSON

TEL. NO: 603 271-3147

BID INVITATION FOR: SOUND REINFORCEMENT EQUIPMENT FOR HEARING ROOMS AT WALKER BUILDING (REQ #172979)

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid Invitation and any resulting Purchase Order or Contract.

GENERAL CONDITIONS FOR BIDDING:

NATURE OF, AND ELIGIBILITY TO BID. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bid invitations may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Bidders must bid on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Bidders shall be notified in writing if any changes to the bid specifications are made.

AWARD. The award will be made to the responsible bidder submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid invitation. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any bidder who has reason to believe that any other bidder will violate a patent should such responding bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The bidder hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: Bidder hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: Bidder agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The bidder may be required to supply proof of compliance with bid specifications. When requested, the Bidder must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding bidder.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the bidder unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the bidder.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company

Name: _____

Address: _____

Tel. #:(local) _____ **(Toll free)** _____

Fax#: _____

Authorized

Signature: _____

(TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the bidder. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the bidder and that any and all other terms and conditions submitted by the bidder are null and void, even if such terms and conditions have terminology to the contrary. Bidder shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegatee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BUREAU OF PURCHASE AND PROPERTY **INSTRUCTIONS**

MANDATORY INSTRUCTIONS FOR VENDORS

(Failure to follow these instructions is grounds for rejection of your BID.)

PURPOSE:

The purpose of this bid invitation is to establish a contract in the form of a purchase order(s) for supplying the State of New Hampshire Public Utilities Commission with an installed and operational Sound Reinforcement Equipment System for Hearing Rooms at Walker Building, in accordance with the requirements of this bid invitation and any resulting order. Said equipment to be delivered and installed at the delivery/installation location indicated.

SPECIFICATION COMPLIANCE:

Bidder's offer must meet the required specifications as written.

DELIVERY:

All prices must be FOB Destination:

Walker Building
21 Fruit Street
Concord, NH 03301

CONTRACT AWARD:

This contract shall be awarded in total. The award of the contract shall be based upon the total net low bid for all materials, installation and 12 months warranty/service coverage, indicated in the "offer" section of this bid invitation.

RFB INQUIRIES

This RFB is issued for the State of New Hampshire by the Bureau of Purchase and Property. Questions regarding this RFB may be addressed at the **MANDATORY VENDOR WALK-THROUGH**.

Any subsequent inquiries may be addressed in writing to:

Bob Lawson at bob.lawson@nh.gov

and must be received on or before **5 days prior to the Bid Opening Date**. Inquiries received after this date will be addressed only if they are deemed by the State to be critical to the competitive selection process.

SUBMISSION OF BID RESPONSE:

Your Bid response **MUST** be received no later than the date and time designated.

- Your response must include this entire bid package. Including any Addenda that may be issued.
- Your response must include all the materials requested in this bid document.
- If any Addenda are issued, a signed copy must also be included with your response.

VENDOR CERTIFICATIONS:

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Bidders must have a completed Vendor Application and W-9 Form must be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): www.admin.state.nh.us/purchasing/bids.asp

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>

CANCELLATION OF RFB:

The State reserves the right to cancel this solicitation at any time prior to contract award, in which case all responses will be rejected.

INSTALLATION REQUIREMENTS:

Successful bidder shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment awarded to him.

Prior to award, the successful bidder shall be required to submit a certificate of insurance as proof of his general comprehensive liability insurance.

SITE VISITATION:

Prior to bidding, it is each bidder's responsibility to make himself thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Therefore, we are scheduling a **MANDATORY VENDOR WALK-THROUGH** for June 14, 2004 at 10:00 AM.

Call Michelle Caraway at 603 271-6028 to RSVP your intention to attend the **MANDATORY VENDOR WALK-THROUGH**.

WARRANTY REQUIREMENTS:

See **WARRANTY REQUIREMENTS** contained in the **ADDITIONAL BID REQUIREMENTS** Section to follow.

BID PRICES:

Bid prices shall include all equipment (with all of the options and accessories that may be required by the specifications), cables, cords, all hardware & supplies necessary for installation, warranty, delivery, installation and all other costs. Bid prices should be government and/or educationally discounted prices.

ADDITIONAL INFORMATION:

The State reserves the right to make a written request for additional information in writing from a Vendor to assist in understanding or clarifying a Bid.

ADDENDUM:

In the event it becomes necessary to add to or revise any part of this RFB prior to the scheduled submittal date, the **NH Bureau of Purchase and Property** will post on our web site any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued, that would affect the RFB. Any Addenda that may be issued must be signed and included in your response. The web site address is www.admin.state.nh.us/purchasing/bids.asp.

ADDITIONAL BID REQUIREMENTS

- ACCEPTANCE TEST:** Prior to the issue of a Purchase Order the Vendor may be asked to demonstrate to the State that the equipment they have offered meets these requirements, by providing an on-site visit within the State of NH to an existing installation they have done which is comparable to the requested installation.
- REFERENCES:** The vendor shall provide three commercial references for projects in New Hampshire of a similar size and nature to include the names, address and telephone numbers of on-site contacts.
- DELIVERY TIME:** Deliveries are to be made FOB Destination to the location designated on the Purchase Order. System must be installed and functional on or before July 30, 2004.
- TRAINING:** The successful bidder shall provide Training for the use of these systems. This Training must take place within 5 business days of the completion of installation or at the convenience of the State. Vendor shall coordinate the training schedule with Michelle Caraway.
- INVOICING:** Product may be invoiced only after delivery, installation and acceptance have taken place.
- WARRANTY/MAINTENANCE:** The bidder shall be required to warranty and maintain all of the equipment and installation awarded to him for a period of one year from the date the installation is completed and accepted by the State of New Hampshire. The warranty shall cover 100 % of all parts, labor, travel and expenses.
- MISCELANEOUS REQUIREMENTS:**

NOTE: BID MUST BE SIGNED ON FRONT COVER SHEET TO BE CONSIDERED.

SPECIFICATIONS

The manufacturer(s) and/or model(s) indicated in this bid are representative of the type and quality required. You may bid different make(s) and model(s); however, your offer must be materially similar to the one(s) indicated.

The State has the sole right to determine what constitutes an acceptable substitution.

If there are any specifications indicated in this bid invitation, they will be considered the minimum requirements. Bidder's offer must meet or exceed these minimum requirements.

The New Hampshire Public Utilities Commission is a quasi-judicial state agency responsible for regulating utilities. In this role, the Commission holds public hearings. The Commission will be moving to the Walker Building located at 21 S. Fruit Street, Concord, New Hampshire. In Walker Building, the Commission has two hearing rooms on the first floor which need to be equipped with sound amplification and which must be capable of being integrated into audio recording devices at a later time. Both hearing rooms must be equipped with ceiling mount speakers sufficient to allow all voices in the hearing rooms to be audible to all attendees, regardless of where attendees are seated. All hearing participants must have gooseneck microphones available and it is anticipated that the large hearing room will have 16 microphones and the small hearing room will have 12. In the large hearing room, there will be 3 microphones at the Commissioners' bench, 3 at the witness stand, and 10 microphones located at attorney tables located in the front and middle of the room. In the small hearing room, there will be 3 microphones at the Commissioners' bench, 1 at the witness stand, and 6 microphones located at attorney tables located in the front and middle of the room. There must be no sound feedback from the equipment used.

Location of existing infrastructure to support all necessary cables, connectors, etc. for the above equipment is described below.

Large Hearing Room (A)

There are 6 table audio drops in existing single gang boxes individually piped back above an acoustical ceiling in $\frac{3}{4}$ " conduit to the existing equipment room located in the back of the hearing room.

The witness stand is supplied with 3 individual ports in an existing 6" x 6" box which is hard-piped under the floor in a 2" rigid conduit to the existing equipment room via the Commissioners' bench which also has 3 individual ports in an existing 6" x 6" box.

Large hearing room thus has a total of 12 ports.

Audio must be fed to four offices on the second floor. From equipment room in the large hearing room, a 2" conduit sleeve is stubbed out overhead to corridor 1-028 and cable must be run to data room 1-046 using existing cable tray. Cable will be fed through chase to second floor data room 2-056. Cable exits data room 2-056 overhead through a 4" sleeve into existing second floor open cable tray connecting to Rooms 2-002, 2-004, 2-005, 2-006 which have existing 3/4" conduit stubs to single gang box with pull string.

Large hearing room will be designated as "A" switch.

Large hearing room is approximately 31' by 44' with an acoustical drop ceiling at 9'4" above finished, carpeted floor. The equipment room is fed by 120 quad wall outlet.

Small Hearing Room (B)

There are 5 table audio drops in existing single gang boxes individually piped back above ceiling in 3/4" conduit to existing equipment room.

The witness stand has 1 individual port in an existing 6" x 6" box which is fed back to the existing equipment room via the Commissioners' bench which has 3 individual ports in an existing 6" x 6" box. The witness stand and Commissioners' bench are fed through a 2" rigid conduit under floor.

Small hearing room thus has a total of 9 ports.

Audio must be fed to four offices on second floor. From the equipment closet in the small hearing room, a 2" conduit sleeve overhead is stubbed out to adjacent corridor and shall be run back to data room 1-046 using existing cable tray. Cable will be fed through chase to second floor data room 2-056. Exiting 2-056 through 4" sleeve into existing second floor open cable tray connecting to Rooms 2-002, 2-004, 2-005, 2-006 which have existing 3/4" conduit stubs to single gang box with pull string.

Small hearing room will be designated as "B" switch.

Small hearing room is approximately 21' by 32' with an acoustical drop ceiling at 8'0" above finished, carpeted floor. The equipment room is fed by 120 quad outlet located above ceiling.

Second Floor Offices

Four offices 2-002, 2-004, 2-005, and 2-006 shall have one ceiling mount speaker and a volume control with A/B switch so that audio from either hearing room is available.

OFFER:

Successful bidder hereby offers to sell the required items to the State of New Hampshire at the following price(s):

Price of Materials and Installation for Hearing Room (A)	
Price of Materials and Installation for Hearing Room (B)	
Price of Materials and Installation for Second Floor Offices	
Total Price for Materials and Labor to Install Complete Solution and One Year Complete Maintenance and Warranty	

(Attach itemized list of all components and installation costs.)

Successful bidder hereby agrees to accomplish delivery of any item awarded under this contract within _____ days after receipt of the order. Deliveries are to be made FOB Destination to the location designated on the Purchase Order.